



# Department of Administrative Services

## Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV 89155-1217  
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Sabra Smith Newby, Chief Administrative Officer  
Adleen B. Stidhum, Purchasing Manager



### CLARK COUNTY, NEVADA BID NO. 603887-15 RUSSELL CAMPUS, DEPARTMENT OF AIR QUALITY: TENANT IMPROVEMENTS AT 2<sup>ND</sup> FLOOR

December 8, 2015

#### ADDENDUM NO. 3

#### INVITATION TO BID

1. The bid opening date of Thursday, December 10, 2015 at 2:15:00 p.m. **remains unchanged.**

#### BID FORM

2. **Delete** the Bid Form attached to Addendum No. 2, pages 4-1 through 4-4 and **replace** with the attached Revised Bid Form, pages 4-1 through 4-4 attached to this Addendum No. 3.

#### QUESTIONS AND ANSWERS

3. Question: "We received Addendum 2; however, the scope / bid form changes for Johnson Controls do not seem to be correct. The revised scope / bid form have the allowance as \$7,234.47 for cardkey installation. JCI's proposal gives two options, one for re-use of existing equipment for \$2,200, the second option for new equipment for \$5,034.47. It appears that only one of the two options should be exercised."

Answer: For the purpose of this bid, the Owner intends to purchase both options. Contractors are to include the \$7,234.47 total with in their submitted bid.

4. Question: "What about the original scope for the DDC Controls for the HVAC system. Is this work to be included in the base bid?"

Answer: Yes. The original DDC Controls scope outlined in Johnson Controls proposal dated 9/29/2015 has been re-established with the bid documents by way of this Addendum 3 (see attachments).

Except as modified herein and in Addendum 1 and 2, all other bid specifications, terms, conditions and special provisions shall remain the same.

ISSUED BY:

THOMAS BOLDT, C.P.M.  
Sr. Purchasing Analyst

Attachments: Revised Bid Form, pages 4-1 through 4-4  
Revised Attachment 4 Schedule of Values  
Johnson Controls proposal 09/29/2015

Cc: Chuck James, Real Property Management  
Cesar Ceballos, Real Property Management

Brian Connolly, Real Property Management  
Ali Taghdir, ATA Architecture

#### BOARD OF COUNTY COMMISSIONERS

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# CLARK COUNTY, NEVADA

## BID FORM

BID NO. 603887-15

RUSSELL CAMPUS, DEPARTMENT OF AIR QUALITY: TENANT IMPROVEMENTS AT 2<sup>ND</sup> FLOOR

PWP NUMBER: CL-2016-46

REVISED PER ADDENDUM NO. 3

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(NAME)

---

(ADDRESS)

### I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
  - a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
  - b) Attached a bid security (in the form of, at my option, a Cashiers Check, Certified Check, Money Order, or Bid Bond in favor of the Owner in the amount of five percent (5%) of the Total Base Bid amount.
  - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to [COUNTPURCHASING@CLARKCOUNTYNV.GOV](mailto:COUNTPURCHASING@CLARKCOUNTYNV.GOV) and I understand that hand delivery is recommended, and Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
  - a) My firm's name on the list If my firm will perform any work which is more than 1 percent of the prime contractor's total bid and which is not being performed by a subcontractor. The prime contractor shall also include on the list:
    - 1) A description of the labor or portion of the work that the prime contractor will perform: or
    - 2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.
  - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$250,000.
  - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.
5. I acknowledge that if I am one of the three apparent low bidders at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3.c above, I must submit Bid Attachment 3, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to [COUNTPURCHASING@CLARKCOUNTYNV.GOV](mailto:COUNTPURCHASING@CLARKCOUNTYNV.GOV) and I understand hand delivery is recommended. Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.
6. I acknowledge that if notified that I am the low bidder, I must submit the Disclosure of Ownership/Principals form within 24-hours of request.
7. I acknowledge that if I am one of the three apparent low bidder(s) for the base bid at the bid opening, I must submit the Bid Attachment 4, Schedule of Values, by 12:00 Noon of the next business day.

8. I acknowledge that my bid is based on the current State of Nevada prevailing wages.
9. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
10. Upon faxed or mailed receipt of Owner's written request for insurance, I will provide the following submittals within ten (10) business days from receipt of the Notice:
  - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
  - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
11. I acknowledge that if I do not provide the above submittals on or before the tenth business day after receipt of the Owner's written request for insurance; or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the Owner the amount of **\$480** per day as liquidated damages.
12. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
13. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**
14. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
15. I have carefully checked the figures below and the Owner will not be responsible for any error or omissions in the preparation or submission of this Bid.
16. I agree no verbal agreement or conversation with an officer, agent or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
17. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. _____	dated, _____	Addendum No. _____	dated, _____
Addendum No. _____	dated, _____	Addendum No. _____	dated, _____
Addendum No. _____	dated, _____	Addendum No. _____	dated, _____
Addendum No. _____	dated, _____	Addendum No. _____	dated, _____

18. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	<b>RUSSELL CAMPUS, DEPARTMENT OF AIR QUALITY: TENANT IMPROVEMENTS AT 2<sup>ND</sup> FLOOR, AS SPECIFIED</b>	<b>\$</b>
2.	PERMITS AND FEES BID ALLOWANCE	\$ 8,500
3.	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK ALLOWANCE	\$ 114,000
4.	DUST CONTROL, AS SPECIFIED	\$
5.	STORMWATER POLLUTION, AS SPECIFIED	\$
6.	JOHNSON CONTROLS (CARDKEY EQUIPMENT INSTALLATION)	\$ 7,234.47
7.	<b>JOHNSON CONTROLS, HVAC CONTROLS AND PROGRAMMING AS OUTLINED IN THE ATTACHED PROPOSAL DATED 9/29/15</b>	<b>\$ 7,933.00</b>
	TOTAL BID AMOUNT	\$

**SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT**

**PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR AND INCLUDED A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR. THE CONTRACTOR SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.**

DESCRIPTION OF WORK	PRIME CONTRACTORS' NAME(S)	*BEG	*ETHNICITY
DESCRIPTION OF WORK	SUBCONTRACTORS' FIRM NAME(S)	*BEG	*ETHNICITY

\_\_\_\_\_  
**Legal Name of Firm as it Would Appear in Contract**

\_\_\_\_\_  
Signature of Bidder (Authorized Representative)

\_\_\_\_\_  
Today's Date

*\*Reference Instructions to Bidders for Definitions (Section 7.3(d)).*

19. BUSINESS ENTERPRISE INFORMATION:

The Prime Contractor submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

20. BUSINESS ETHNICITY INFORMATION:

The Prime Contractor submitting the Bid Ethnicity is ☐ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Other as defined in the Instructions to Bidders.

21. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

- ☐ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).
- ☐ No **I do not have a Certificate of Eligibility to receive preference in bidding.**

22.

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

ADDRESS OF FIRM

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: \_\_\_\_\_

LICENSE CLASS: \_\_\_\_\_

LICENSE LIMIT: \_\_\_\_\_

ONE TIME LICENSE LIMIT INCREASE \$ \_\_\_\_\_ IF YES, DATE REQUESTED \_\_\_\_\_

CLARK COUNTY BUSINESS LICENSE NO. \_\_\_\_\_

STATE OF NEVADA BUSINESS LICENSE NO. \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(PRINT OR TYPE)

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TODAY'S DATE

## BID ATTACHMENT 4 SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE PURCHASING AND CONTRACTS DIVISION VIA HAND DELIVERY OR BY EMAIL TO [COUNTYPURCHASING@CLARKCOUNTYNV.GOV](mailto:COUNTYPURCHASING@CLARKCOUNTYNV.GOV) BY 12:00 P.M., OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

TOTAL BID AMOUNT

DIVISION / ITEMS	DESCRIPTION	DOLLAR AMOUNTS
00	PERMITS AND FEES BID ALLOWANCE	\$ 8,500
00	DUST CONTROL, AS SPECIFIED	\$
00	STORMWATER POLLUTION, AS SPECIFIED	\$
00	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK	\$ 114,000
00	JOHNSON CONTROLS (CARDKEY EQUIPMENT INSTALLATION)	\$ 7,234.47
<b>00</b>	<b>JOHNSON CONTROLS, HVAC CONTROLS AND PROGRAMMING AS OUTLINED IN THE ATTACHED PROPOSAL DATED 9/29/15.</b>	<b>\$ 7,933</b>
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION	\$
02	EXISTING CONDITIONS	\$
03	CONCRETE	\$
04	MASONRY	\$
05	METALS	\$
06	WOOD, PLASTICS AND COMPOSITES	\$
07	THERMAL AND MOISTURE PROTECTION	\$
08	OPENINGS	\$
09	FINISHES	\$
10	SPECIALTIES	\$
11	EQUIPMENT	\$
12	FURNISHINGS	\$
13	SPECIAL CONSTRUCTION	\$
14	CONVEYING EQUIPMENT	\$
21	FIRE SUPPRESSION	\$
22	PLUMBING	\$
23	HEATING VENTILATING AND AIR CONDITIONING	\$
25	INTEGRATED AUTOMATION	\$
26	ELECTRICAL	\$
27	COMMUNICATIONS	\$
28	ELECTRONIC SAFETY AND SECURITY	\$
31	EARTHWORK	\$
32	EXTERIOR IMPROVEMENTS	\$
33	UTILITIES	\$
34	TRANSPORTATION	\$
35	MARINE AND WATERWAYS	\$
TOTAL BID AMOUNT		\$

### PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the Contractor in accordance with the Contract Documents.

\_\_\_\_\_  
Legal Name of Firm as it would appear on Contract

\_\_\_\_\_  
Nevada State Contractor's License Number

\_\_\_\_\_  
Address including City, State and Zip Code

\_\_\_\_\_  
Authorized Signature



Johnson Controls, Inc.  
Las Vegas HVAC Systems Branch  
3645 W Oquendo Road, Suite-400  
Las Vegas, NV 89118  
Tel. (702) 222-0415 FAX: (702) 222-1034  
Lic# 0052022/0035466 Unlimited

To: CC RPM  
500 S. Grand Central Pkwy  
Las Vegas Nevada 89155

09/29/2015

**PROJECT: Building Department DAQM TI**

Johnson Controls is pleased to submit the following price for the Tenant Improvement at DAQM at the Building Department

**Scope Definition:**

Johnson Controls will install 1 new VMA Controller and Sensor for VAV CV-L1 and Relays for EF-L1, remove and reinstall the controls from the old VAV 7.1 to New VAV 7.1 and Relocate 2 Zone Sensors. This proposal includes all low voltage conduit and wire, Programming, Graphics and Commissioning with CC Personnel.

**The following is included in our system scope of work (Base Bid):**

Vendor	Part Number	Description	QTY	Total Price
JCI	Material	JCI materials	1	\$758.00
JCI	Labor	Programming, checkout, device verification, customer training and all required Project Meetings	1	\$4,300.00
JCI	Installation	Provide Demolition of Controls on VAV 7.1 and re-install on new VAV 7.1. Install low voltage DDC control wiring and conduit for new CV-L1 and EF-L1. Includes mounting of devices, wiring and termination.	1	\$2,875.00
<b>Total: Bldg Dept DAQM</b>			<b>1</b>	<b>\$7,933.00</b>

**Inclusions:**

- All wiring shall be in EMT per specification
- Installation, Programming & Start-Up
- System Demonstration



Johnson Controls, Inc.  
Las Vegas HVAC Systems Branch  
3645 W Oquendo Road, Suite-400  
Las Vegas, NV 89118  
Tel. (702) 222-0415 FAX: (702) 222-1034  
Lic# 0052022/0035466 Unlimited

**Exclusions:**

- Exclude all overtime and holiday work
- Any and all work associate with Fire and/or Smoke Control System
- Liquidated Damages
- Enhanced Commissioning
- 120 VAC Conduit and Wire

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid for \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

**Johnson Controls, Inc.**

**Name:** \_\_\_\_\_

**Name:** William J Casiere

**Title:** \_\_\_\_\_

**Title:** Installation Manager

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**TERMS AND CONDITIONS**

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1 **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2 **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an **advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3 **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
- 4 **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option,





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repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **ATTORNEY'S FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorney's fees which are incurred by Johnson in the collection of amounts due and payable.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.